AMENDMENT No. 5
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
SAVINO MILLER DESIGN STUDIO, P.A.,
DATED MAY 19, 2016,

FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE FUTURE COMMUNITY PARK (FORMER PAR 3) PROJECT, IN AN AMOUNT NOT-TO-EXCEED OF $50,100;

This Amendment No. 5 to the Agreement, made and entered this ____day of _____2020, by and between the CITY OF MIAMI BEACH, a Municipal Corporation existing under the laws of the State of Florida (hereinafter referred to as City), having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139, and **SAVINO MILLER DESIGN STUDIO, P.A**, a Florida Corporation, having its offices at 12345 NE 6 Avenue, Miami, Florida 33161 (hereinafter referred to as the Consultant).

<u>RECITALS</u>

WHEREAS, on December 9, 2015, the Mayor and City Commission adopted Resolution No. 2015-29234, authorizing the negotiation and execution of a Professional Services Agreement with the firm of Savino Miller Design Studio, P.A., ("Consultant"), to provide professional services for the planning, design, bid, award and construction administration of the Future Community Park (former Par 3) Project (the "Project"); and

WHEREAS, On May 19, 2016, a professional services agreement was executed in the amount of $933,465.; and

WHEREAS, on September 5, 2017, the conceptual drawings and renderings for the project were presented at the Design Review Board ("DRB") hearing, and the DRB recommended the approval of the project with certain conditions and approved a Certificate of Appropriateness; and

WHEREAS, on January 26, 2018, the City approved Amendment No.1, in the amount of $32,295, for design services, to incorporate the reduction and reconfiguration of the lake; removal of the parking lot from the west side of the property; increase the parking along Pinetree Drive; and reconfigure the walkway and jogging path; and

WHEREAS, on March 7, 2018, the Mayor and City Commission adopted Resolution No. 2018-30222, accepting the recommendation of the Finance and Citywide Projects Committee ("FCWPC"), to continue with the current design of the park; and

WHEREAS, on May 16, 2018 the Mayor and City Commission adopted Resolution 2018-30291 approving Amendment No. 2, in the amount of $35,698, for additional Architectural and Engineering Design Services associated with the site changes due to Hurricane Irma debris removal operation; and

WHEREAS, on September 12, 2018 the Mayor and City Commission adopted Resolution 2018-30492 approving Amendment No. 3, in the amount of $126,781, for additional Architectural and Engineering Design Services associated with the resiliency and sustainability strategies; and

WHEREAS, sustainable and resilient approaches including retention and storage of stormwater runoff from the adjacent neighborhood in to the Park has been implemented in the design; and

WHEREAS, as the result of the stormwater retention in the lake within the Park, additional studies for treatment of the water within the lake and groundwater transient flow modeling have been requested by the Miami Dade County Regulatory and Economic Resources (RER) must be performed; and

WHEREAS, on April 10, 2019 he Mayor and City Commission adopted Resolution 2019-30764 approving Amendment No. 4 in the amount of $50,100, for addition coordination with Miami Dade County Regulatory and Economic Resources (RER), installation of additional wells, groundwater sampling and preparation of groundwater flow modeling, which resulted a conditional approval being issued on April 21, 2020 by RER; and

WHEREAS, the RER conditional approval requires installation of additional wells, continuation of monitoring and preparation of reports. The consultant has prepared a cost proposal (attachment A) for the additional services in the amount of $122,040.65; and

WHEREAS, the additional scope also includes design of the signs for the entrance to the park and design of water circulation and aeration system for the lake; and

WHEREAS, the consultant has submitted a price proposal in the amount of $102,040.65 for the additional services plus $20,000 project contingency associated with the project design and permitting; and

WHEREAS, prior to expenditure of the reimbursable accounts the scope work and cost must be preapproved by the Contract Administrator; and

WHEREAS, the Administration has reviewed the proposal in the total amount of $122,040.65 and has found it to be fair and reasonable; and

WHEREAS, the total contract amount, including this Amendment No.5, will be in a not to exceed total of $1,300,379.65; and

WHEREAS, the funding for implementation of the above resiliency and sustainability strategies is included as part of the Par 3/Community Park project in the 2018 General Obligation Bond program.

NOW, THEREFORE, the parties hereto, and in consideration of the mutual promises, covenants, agreements, terms, and conditions herein contained, and other good and valuable consideration, the respect and adequacy are hereby acknowledged, do agree as follows:

1. **ABOVE RECITALS**
   The above recitals are true and correct and are incorporated as a part of this Amendment No. 5.

2. **MODIFICATIONS**
   a.   The Agreement is amended to include and incorporate the additional Services, as set forth in Attachment A, attached hereto.

   b.   In consideration for the performance of the additional Services, as set forth in Attachment A, City shall pay the Consultant the total amount of $122,040.65.

3. **OTHER PROVISIONS.**
    All other provisions of the Agreement, as amended, are unchanged.

4. **RATIFICATION.**
    The City and Consultant ratify the terms of the Agreement, as amended by this Amendment No. 5.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be executed in their names by their duly authorized officials as of the date first set forth above.

ATTEST: _____
                                                               Dan Gelber, Mayor

_____
Rafael E. Granado, City Clerk

ATTEST: CONSULTANT:
                                           SAVINO MILLER DESIGN STUDIO, P.A

_____   _____
Secretary   President

_____   _____
Print Name   Print Name